



Legal Division

Patent Department
10777 Science Center Drive
San Diego, California 92121
Phone: 858-622-7950 Fax: 858-678-8233

**RECEIVED
CENTRAL FAX CENTER**

MAR 27 2006

FAX TRANSMITTAL

DATE: March 27, 2006

PLEASE PROMPTLY DELIVER THE FOLLOWING PAGE(S) TO:

NAME: **Commissioner for Patents**
OIPE – Patent Cases
FAX NUMBER: **571-273-8300**
FROM: **Robert Wickman for Stephen Prodnuk**
RE: **Revocation of Power of Attorney**
Statement Under 37 CFR 3.73(b)
Docket No. PC23581
(S/N: 10/780,917)

TOTAL NUMBER OF PAGES, INCLUDING THIS PAGE: 13


MESSAGE:

Transmitted herewith is the following:

1. **Revocation of Power of Attorney signed by Sugen Rep. (1 page)**
2. **Statement Under 37 CFR 3.73(b) signed by Sugen Rep. (1 page)**
3. **Copy of Assignment Document (60/448,861) in chain of title (10 pages)**

CERTIFICATE OF TRANSMISSION:

The hereby certify that the attached Response Under CFR 1.111 is being transmitted by the facsimile number identified above to the U.S. Patent and Trademark Office on the above-noted date.


Robert Wickman

IF YOU DO NOT RECEIVE ALL PAGE(S), PLEASE CALL (Admin) AT 858/ 622-7950.

This facsimile is intended only for the individual to whom it is addressed and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you have received this facsimile in error, please notify us immediately by telephone (collect), and return the original message to us at the above address.

PTO/SB/62 (04-05)

Approved for use through 11/30/2005, OMB 0651-0035
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/780,917
Filing Date	02-19-2004
First Named Inventor	Lesley Murray
Art Unit	1614
Examiner Name	KEVIN E. WEDDINGTON
Attorney Docket Number	PC23581

**RECEIVED
CENTRAL FAX CENTER****MAR 27 2006****I hereby revoke all previous powers of attorney given in the above-identified application.**☐ A Power of Attorney is submitted herewith.**OR**☒ I hereby appoint the practitioners associated with the Customer Number:

28940

☒ Please change the correspondence address for the above-identified application to:☒ The address associated with
Customer Number:

28940

OR☐ Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)**SIGNATURE of Applicant or Assignee of Record**

Signature

Name

Bryan C. Zielinski, Assistant Secretary

Date

27 March 2006

Telephone

858-622-8864

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PTO/SB/96 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031
U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)**RECEIVED
CENTRAL FAX CENTER**Applicant/Patent Owner: Sugen, Inc.Application No./Patent No.: 10/780,917 Filed/Issue Date: 02-19-2004**MAR 27 2006**Entitled: TREATMENT OF EXCESSIVE OSTEOLYSIS WITH INDOLINONE COMPOUNDSSugen, Inc. a Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
- OR
- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Bryan C. Zielinski
Signature27 March 2006
DateBryan C. Zielinski

Printed or Typed Name

858-622-8864

Telephone Number

Assistant Secretary

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

MAR 27 2006

FORM PTO-1595 (modified)

(Rev 8-93)

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Lesley Murray	09/16/2003
Anne-Marie O'Farrell	10/02/2003
Tinya Abrams	09/21/2003

2. Name and address of receiving party(ies):

Sugen, Inc.
230 East Grand Avenue
South San Francisco, CA 94080

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

See Above

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

60/448,861

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Beth A. Burrous
FOLEY & LARDNER
Washington Harbour
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 19-0741

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Beth A. Burrous

Name of person signing

Signature

Date

10/3/03

Total number of pages including cover sheet, attachments, and document: 10

Atty. Dkt. No. 038602-1572

ASSIGNMENT AND AGREEMENT

WHEREAS, Lesley Murray of San Jose, California 95129, Anne-Marie O'Farrell of Menlo Park, CA 94025, and Tinya Abrams of Pacifica, California 94044, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **TREATMENT OF EXCESSIVE OSTEOLYSIS WITH INDOLINONE COMPOUNDS** (Atty. Dkt. No. 038602-1572) for which an application for United States Letters Patent was filed on February 24, 2003 as Application No. 60/448,861; and

WHEREAS, Sugen, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 230 East Grand Avenue, South San Francisco, CA 94080 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

Atty. Dkt. No. 038602-1572

protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY AUTHORIZES the law firm of Foley & Lardner to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 16 day of September 2006

Lesley Murray
Lesley Murray

State of CA
County of Santa Clara

On this 16 day of September 2006, before me, a notary public in and for said country, appeared Lesley Murray, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Mui Duc Pho
Notary Public

My Commission Expires: 08-03-08

Atty. Dkt. No. 038602-1572

Executed this ____ day of _____, 20__.

Anne-Marie O'Farrell

State of _____)
County of _____) ss.

On this ____ day of _____, 20__, before me, a notary public in and for said county, appeared Anne-Marie O'Farrell, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

Executed this ____ day of _____, 20__.

Tinya Abrams

State of _____)
County of _____) ss.

On this ____ day of _____, 20__, before me, a notary public in and for said county, appeared Tinya Abrams, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

Atty. Dkt. No. 038602-1572

ASSIGNMENT AND AGREEMENT

WHEREAS, Lesley Murray of San Jose, California 95129, Anne-Marie O'Farrell of Menlo Park, CA 94025, and Tinya Abrams of Pacifica, California 94044, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **TREATMENT OF EXCESSIVE OSTEOLYSIS WITH INDOLINONE COMPOUNDS** (Atty. Dkt. No. 038602-1572) for which an application for United States Letters Patent was filed on February 24, 2003 as Application No. 60/448,861; and

WHEREAS, Sugen, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 230 East Grand Avenue, South San Francisco, CA 94080 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

Atty. Dkt. No. 038602-1572

protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

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Executed this ____ day of _____, 20__.

Lesley Murray

State of _____)
County of _____) ss.

On this ____ day of _____, 20__, before me, a notary public in and for said country, appeared Lesley Murray, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

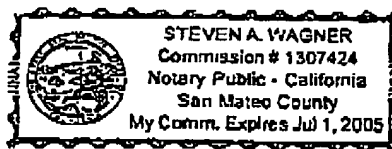
My Commission Expires: _____

(Seal)


Atty. Dkt. No. 038602-1572

Executed this 2nd day of October, 2003
Anne-Marie O'FarrellState of CALIFORNIA)
County of SAN MATEO) ss.

On this 2nd day of OCTOBER, 2003, before me, a notary public in and for said county, appeared Anne-Marie O'Farrell, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)


Notary Public
My Commission Expires: 7/1/05

Executed this ____ day of _____, 20__.

Tinya AbramsState of _____)
County of _____) ss.

On this ____ day of _____, 20__, before me, a notary public in and for said county, appeared Tinya Abrams, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public
My Commission Expires: _____

(Seal)

Atty. Dkt. No. 038602-1572

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Atty. Dkt. No. 038602-1572

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Executed this ____ day of _____, 20__.

Lesley Murray

State of _____)
County of _____) ss.

On this ____ day of _____, 20__, before me, a notary public in and for said country, appeared Lesley Murray, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

Atty. Dkt. No. 038602-1572

Executed this _____ day of _____, 20____.

Anne-Marie O'FarrellState of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared Anne-Marie O'Farrell, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

Executed this 21 day of September 2003Tinya AbramsState of California }
County of San Mateo } ss.

On this 21st day of September, 2003, before me, a notary public in and for said county, appeared Tinya Abrams, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary PublicMy Commission Expires: 12/13/03

(Seal)

